

FILED
JAMES J. HANIN
CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

07 OCT 25 AM 11:21 MR

UNITED STATES OF AMERICA, et al., : CASE NO. C-1-02-107
Plaintiffs, : JUDGE S. ARTHUR SPIEGEL
-VS- : MAGISTRATE HOGAN
BOARD OF HAMILTON COUNTY : REQUEST FOR REVIEW
COMMISSIONERS, et al., :
Defendants. :
:

I, Stefanie A. Mueller, request that the Court review my Water-in-Basement claim, pursuant to the Court's February 2, 2006, Order. Attached hereto is the information detailing the nature of my dispute.

Respectfully submitted,

Stefanie A. Mueller
Signature

Stefanie A. Mueller
Name (print)

10.24.07
Date

INFORMATION FOR REQUEST FOR REVIEW

Name: Stefanie Mueller
Address: 3225 Westbrook Drive
Apartment 1
Phone: (513) 603-5470

Nature of dispute and description of your disagreement (attach additional pages if necessary):

Amount offer of city is being disputed. See
attached letter.

Date of City's decision (please attach): First offer (8.3.07), Second offer (10.12.07)

Describe the Relief that you are seeking and any evidence that you have to support your claim.
Please attach your original claim and other documents (receipts, photos, videos, etc.) that you
would like the Court to review:

Seeking full amount of damages which is \$9,705.00
due to the fact that the city of Cincinnati
refused our counter offer. See attached list/receipts
in packet provided.

Check one:



I would like to appear in person to explain my position to the Court.



I do not need to appear in person. I would like the Court to issue a decision based
on its review of this form and the attached documents.

Signature: Stefanie A. Mueller

Date: 10.24.07

**** File this form and any relevant documents at the Clerk of Court's office in Room 103 of the
Federal Courthouse, 100 E. 5th Street, Cincinnati, OH 45202; and send a copy to the City of
Cincinnati, c/o Terry Nestor, 801 Plum St., Room 214, Cincinnati, OH 45202, and/or Fax:
513-352-1515.**

Stefanie A. Mueller
3225 Westbrook Dr. Apt 1
Cincinnati, OH 45238
(513) 503-5470

Dear Magistrate Hogan:

Subject: Request for Review WIB Claim #1830

My name is Stefanie Mueller and I am asking that you review the MSD Water In Basement (WIB) claim that I filed with the City of Cincinnati in June of 2007. On Saturday June 2nd of 2007, my apartment, located on 3153 Mayridge Court, flooded after a heavy rain. Ground and waste water came up from a sewage drain located behind the building and ran into my apartment through the foundation, windows and under the door. Due to live electrical circuits and sanitary concerns, my family and I were not allowed to enter until Sunday evening. The destruction of all of my personal belongings was devastating. It was clear that most everything that I owned was completely destroyed.

I graduated from college in June of 2006 and had recently moved back to Cincinnati from Dayton. I was excited to finally be able to live in my own apartment with my own belongings. As a recent college grad, I am still paying on several loans. Some of the possessions that were lost were gifts from family and friends but most were purchased by me out of my own pocket. The flood was emotionally and financially debilitating. We had originally calculated my total losses at \$9,705.86, however some things that we thought we could salvage, have since been ruined. We tried to save numerous items such as a brand new vacuum (which does not work due to rust and water damage), a metal entertainment center (that has rust damage and mold growing on it), and ninety percent of my clothing (which after washing several times, are still stained and reek of mold). Most of my possessions that were near or touching my floor was ordered destroyed by the Metropolitan Sewer District (MSD). My new \$1,150 Micro fiber couch that was delivered in December of 2006 was one of the things that could not be salvaged; it was a graduation present from my parents. On MSD's request, all of my pots, pans, cookware and silverware were all destroyed due to infection control and health concerns. On June 7th, MSD came to my apartment and assessed the damage. We have enclosed the original photos and inventory that was taken and recorded by an MSD employee. Everything that could not be saved was removed and discarded of by the MSD.

There are things that I have lost that can never be replaced. There are pictures of my childhood with deceased family members and friends, awards and certificates that I have received and so much more. A hardback Webster's Dictionary that was personally engraved and given to me for my achievements in college was ruined by water. My high school diploma and senior year book could not be saved. The emotional heartbreak that I have suffered these past five months has caused me an inconceivable amount of anguish and depression. This tragedy has also affected my career. After the flood, I missed three days of work without pay because of cleaning, moving and the loss of facility required uniforms and shoes. My father (who can only work part time due to the severity of his diabetes) also lost two days of work without pay so that I could move, clean, and purchase items that I could not live without. My physical

health was also affected. I have been an asthmatic since childhood. I am especially sensitive to mold and my asthma was affecting me weeks after the flood because of the time I had spent in the apartment trying to save and clean my personal effects.

In addition to my emotional and physical anguish, I have also had to move to another apartment because the one I was in had been condemned to mold. The new one is in a completely different complex because I was not allowed to break the contract I had with the property managers. I was relocated to the only apartment that was not currently being rented (an apartment that I had no interest in). My new apartment has none of the qualities that the other one had and my neighbors are disrespectful and disorderly. The new apartment is in a part of town that I do not feel safe in but I am forced to live there until November 30th. The flood has caused me to move to a place that I would not have lived normally.

The reason why I have had to pursue my claim further in District Court is because I feel that I have been unjustly served by the city of Cincinnati's Solicitors Office. I filed a claim with State Farm Insurance which is who my Renters Policy was under. Because my damage was caused by a result of water and sewer damage, my losses were not insured. I then submitted a claim that included receipts, descriptions, and even photos and a detailed inventory written by the MSD which added up to \$9,705.86. We were encouraged to file this claim under the WIB Program by an MSD employee. After we filed the claim, we were hopeful that the outcome would be positive. After weeks of waiting with no phone calls or letters from the city, I decided to contact my case manager from MSD. His name is Chris Sandman and he was extremely helpful to me. He gave me the name and the phone number of the employee I could contact from the City of Cincinnati that was handling my claim. Her name is Ms. Shirley Lenzly and she works in the office of the City Solicitor. I called Ms. Lenzly five times and left several voice messages with my name and contact information. My father also called Ms. Lenzly several times and left messages. After he had no response, he called and asked for her direct supervisor, which we found out to be Mr. Terry Nestor. Several calls were also made to Mr. Nestor with no response. After I did not hear back from Ms. Lenzly, I decided to contact Mr. Sandman again. He told me that he would try to contact her and that he would return my call when he had reached her. The very same day, Mr. Sandman called me back stating that Ms. Lenzly had told him that "the offer was in the mail". I received the offer almost two weeks after my conversation with Mr. Sandman.

I received an offer of \$1,000 dollars and a deadline of November 1st, of 2007 to accept or decline. Feeling that this offer was extremely lower than I had proven with my claim, my father and I contacted the Legal Aid Society of Cincinnati and began speaking with Ms. Rickell Howard. She advised us that the best option would be to send the City of Cincinnati a counter offer. We sent the city a counter offer of \$7,500.00, which is \$2,200 dollars less than my loss. We asked for less hoping that we could come to an agreeable amount. We figured that settling for \$2,200 less was better than only receiving \$1,000 and not being able to repurchase some of the things that I needed. We sent the counter offer on August 28th and gave the city a deadline of October 1st (which gave them more than thirty days to respond). We clearly expressed in the letter that if this deadline was not met, we would file the claim in Federal Court. As of October 1st, we did not hear or receive anything from the city. We then contacted Ms. Howard and scheduled a meeting with her on October 19th. On October 12th, I received yet another offer from the Office of the Solicitor and Ms. Lenzly for \$1, 861.17

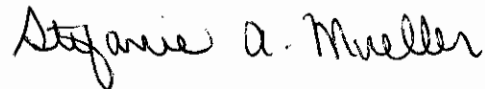
(which is only eight hundred dollars higher than their original offer). Ms. Howard and I discussed our options as she again looked over claims and proof of losses. She stated that our case was well organized and very thorough and gave us the paperwork that we needed to submit so that you could review our case. Ms. Howard kept Mr. Nestor advised about our decisions but Mr. Nestor discontinued communication after she had notified him about our intent to pursue this in court. All documents that were sent between me, my father and Ms. Howard have been included in our file for your review. Ms. Howard also stated in her letter that "MSD has accepted responsibility for the backup in your basement". She expressed her perplexity towards the city in regards to their exceptionally low offer and I agree with her.

I am seeking reimbursement the full amount of damages which is \$9,705.86 due to the fact that the City of Cincinnati refused our counter offer. Some things that are listed in my claim include my couch and bedroom furniture (purchased at Furniture Fair for \$2,421.77), a Dell Computer (purchased at Dell as a graduation present for \$1,444.72). Other things that are listed include a replacement IPOD NANO (purchased at Meijer for \$209.79), a replacement computer desk (purchased at Staples for \$159.74), a portable DVD player (purchased at Best Buy two months before the flood for \$121.40), a replacement Nintendo Wii (that was purchased in December of 2006 and had to be repurchased after the flood for \$ 249.99), and a replacement Digital Camera that I could not purchase until July due to lack of funds (purchased at Circuit City for \$266.24). I also had to buy all of the food and condiments that were destroyed in my refrigerator because of the electricity being shut off and three months of refrigerated prescriptions that were ruined. You will find several other objects listed in the claim that I am seeking reimbursement for. I have included copies of receipts for \$5,250.84 worth of items that have already been replaced or repaired. These items are out of pocket expenses. I have also included receipts for \$509.78 worth of items that were purchased when I moved into my apartment in November of 2006. I have not yet been able to replace these items due to financial hardships. Another list that I have submitted for your review is a list of items that were destroyed by the backup. This list was prepared mostly by the MSD and you will find pictures enclosed of most of these items. These items were destroyed by the MSD. I have not been able to replace most of these items either. This total comes to \$8,701.60. We have had to add another \$1,000 due to the failure or deterioration of items that were originally thought to be salvaged such as my brand new vacuum (purchased in December of 2006 for \$158.00), an entertainment center, wooden furniture such as my dining room table and four chairs, book cases that have started rotting at the flood level and below, clothes that have remained stained and moldy and much more.

As you can see, this flood has cost me much more than just money. It has caused me severe emotional, physical and mental anguish. I have lost most of everything I owned including sentimental objects that do not have a price tag and will never be replaced. I have missed days of work without pay and have suffered asthmatic troubles due to mold. I am living in a place where I am unhappy and trying to cope from day to day without certain things like pots, pans, rugs and clothes because I simply can not afford them. In a letter that was sent to me by the MSD, it clearly states that "the city will pay the difference between what your insurance coverage pays and your total loss." Because my policy does not cover this type of damage I assume it to be fair that the city should pay what I lost. I feel like I have been victimized twice.

Once because of a flood that was out of my control and twice because I firmly believe that the city is offering me a considerably less amount because I am young and don't have the funds to hire a lawyer to represent me in court. I would really be interested in knowing why the city has offered me so little even after I have proved my losses more than once with MSD reports, MSD photos and receipts and where they are getting their information that proves that my losses only equal \$1,861.17. I hope that my claim will be sufficient enough to prove that I deserve much more. I appreciate the time that I have been given to express my grief and I value the attention that you have given me by reading this letter.

Thank you,

A handwritten signature in black ink that reads "Stefanie A. Mueller". The script is cursive and fluid, with the first name being the most prominent.

Stefanie A. Mueller